



**Your Bill Smart Mobile Pay Monthly Mobile Agreement
Terms & Conditions**

Welcome

Thank you for buying our Monthly Mobile SIM plan from Bill Smart Stay Connected Limited.

Welcome to Bill Smart Stay Connected Club

You can find everything **you** need to know about **us**, **Bill Smart Stay Connected Limited**, a company registered and incorporated in England and Wales with Company Number 11676029, and **our** products on **our** website before **you** place an order. **We** also confirm the key information to **you** in writing before **you** order, either by email, in **your** online account or on paper sent out via post.

You Have Agreed To A Minimum Term

The **Minimum Term** to which **you** have committed will be outlined in **your** email of offer after successfully completing **our** credit reference and identification checks. By accepting the terms of this agreement, **you** warrant **your** understanding that the **services** provided under this agreement will be charged monthly in consideration with the **Minimum Term** that **you** have agreed to.

By agreeing to these terms, you also agree to the terms imposed by our third-party provider.

Our services are provided in part by **O2**, and by accepting these terms **you** also agree to accept the terms of use imposed by the **O2 Network**, a copy of which can be found here:

<https://www.o2.co.uk/termsandconditions/mobile/>

We only accept requests for service orders when we've checked them.

We will contact **you** to confirm **we've** received **your** order, and then again (normally within 3 working days) to confirm that **we** and the credit reference agency have accepted **your** order under the terms stipulated within **our** email. Any confirmation email issued immediately after **you** submit **your** enquiry on the website is to notify **you** that **we** have received **your** request on **our** system and should be considered to be an invitation to tender. **We** shall send **you** a **services** order email when the results of **your** credit reference check and age verification have been confirmed, this shall stipulate the terms of the agreement as well as specific pricing brackets or packages.

Your Agreement Shall Start When You Receive Your SIM

This agreement will consider to be in effect on the next working day following when **you** receive **your SIM**, at which point a binding contract is formed between **you** and **us**. A consumer's statutory 14 day "cooling-off" period will have deemed to have started on the same day.

Sometimes We Reject Requests

Sometimes **we** reject orders, for example, because a credit reference **we** have obtained is unsatisfactory, because **we** can't verify **your** age (where the product is age-restricted), or because **you** are located outside of the UK. When this happens, **we** will let **you** know as soon as possible.

The Services We Shall Provide

We shall provide **you** with a **SIM** and access to **our** third-party provider **O2's Network**. Unless **you** speak to **us** about transferring **your** old mobile number, **you** shall be allocated a new phone number. This number along with the **SIM** remains **our** property at all times, **we** have simply issued **you** a license to use the **service** in accordance with the term **we** specified to **you** (which may be amended from time to time). **We** reserve the right to retain the **SIM** at any time, including but not limited to, making technical amendments, or making modifications in line with legislation or regulatory requirements.

Each **SIM** can only be used on phones that are registered to the **O2 Network**, if **your** device is locked on a different **Network**, please contact them to obtain the right to switch over and **you** can speak to **our Customer Service Team** for more information

on how to facilitate this transfer. For more information, please review **O2**'s terms on:

<https://www.o2.co.uk/termsandconditions/mobile/>

Charges Are Paid Monthly

We will bill **you** in arrears and monthly for the duration of **your** minimum term in accordance with the terms and prices **you** accept. When **your** **Minimum Term** ends, **we** may give **you** the option to continue the agreement at the same charge or an adjusted charge. Outside of the **Minimum Term**, **you** may end **your** agreement with **us** at any point by writing to **us** to give **us** 30 days of notice. **We** may also end the agreement with the same notice.

We charge for late payments

If **we're** unable to collect any payment **you** owe **us**, **we** may at **our** discretion, impose a late payment fee of **£15.00**. This will be added to **your** next applicable invoice or bill.

You are responsible for ensuring the SIM is compatible with Your handset.

We shall not take any responsibility if **we** have made you aware of the **SIM** that will be delivered as part of **our** order process and this **SIM** is not compatible with **your** device. If **you** are unsure, please feel free to **Contact Us** prior to placing **your** order. Any error or omission after **your** order is confirmed may be subject to a small charge or delay in **us** providing the **services**.

When the SIM is delivered to you it will be considered your responsibility

Although the **SIM** will remain to be **our** property, **you** agree to take reasonable and adequate steps in ensuring that it remains free from damage, unauthorised use, and theft. You do not have the right to resell or redistribute the **SIM** or the **service** associated with it. **You** also must not allow anyone to use the **service** or the **SIM** in connection with any offence considered to be criminal in the courts of England and Wales (from time to time).

We may charge for replacement SIMs

As the **SIM** will be considered to be **our** property throughout the term of this agreement, **we** may at **our** discretion evoke a charge for **SIMs** that are repeatedly replaced. If **your** **SIM** is damaged or unusable for any reason, please notify **us** immediately and **we** will take all reasonable steps to issue **you** a replacement **SIM** within 2 working days (providing that **your** request is made on a working day).

We Pass On Increases In VAT

If the rate of VAT changes between **your** order date and the date we supply the product, we adjust the rate of VAT that **you** pay, unless **you** have already paid in full before the change in the rate of VAT takes effect.

We may increase our monthly price in line with the Retail Price Index, inflation, increasing supplier costs, or other increasing costs of supplying our service.

You warrant **your** understanding that we reserve the right to reasonably increase the cost of **our** **service**, providing that we give **you** a minimum of 30 days' notice of any proposed price increase.

We Are Not Responsible For Failures Of Our Network

Despite always aiming to give **you** a great **service**, **we** cannot guarantee that **our** **service** will be without fault or delay. This may be because you fall outside of the **service** area of **our** third-party provider **O2**, because of low coverage in a particular area, due to the weather, issues that arise during mechanical and maintenance work, or because of other issues that fall beyond the scope of **our** reasonable control. For more information please see: <https://www.o2.co.uk/termsandconditions/mobile/> for their terms of use.

We're not responsible for delays outside of our control...

If **our** supply of **your** product is delayed by an event outside **our** control, such as failures of **our** nominated delivery **service** in obtaining **your SIM**, **we** will contact **you** as soon as possible to let **you** know and do what **we** can to reduce the delay. As long as **we** do this, **we** won't compensate **you** for the delay, but if the delay is likely to be substantial (over 10 working days) **you** can contact **our Customer Service Team** to end the contract and receive a refund of any products **you** have paid for in advance but not received, less reasonable costs **we** have already incurred.

We Charge You If You Don't Give Us Information We Need

We may charge **you** additional sums if **you** don't give **us** information **we've** asked for the purpose of delivering **our services** or if **you** don't do preparatory work to prepare for the product, as agreed with **us**. For example, **you** may need an unlocked handset to use **our SIM** and **SIM Network**, or **we** will require **your** up-to-date and accurate address and phone number in order to deliver **our service**, **you** must keep **us** notified of any changes so that **we** are not delayed in providing the **service** to **you**.

Your Legal Right To Change Your Mind

For most of **our services** bought online or over the phone, **you** have 14 days after the date **we** confirm **your** order to change **your** mind about a purchase, but **you** lose the right to cancel any **service** when it's been completed (and **you** must pay for any **services** provided up to the time **you** cancel).

You May End Your Agreement With Us...

Whether **your Minimum Term** is 12, 18, or 24 months (in accordance with **our** offer sent to **you** by email upon satisfactory completion of the credit reference check and identification check) **you** must contact **us** to end the agreement. Providing **your Minimum Term** has been satisfied, **you** may end the agreement by giving **us** 30 days of notice and **we** may do the same. **You** must pay the final bill after giving **us** notice or **you** may be subject to late payment charges.

If you'd like to end the agreement before the Minimum Term

If **you'd** like to end your plan within 14 days of the **SIM** being received (the next working day after it is received via post), **you** may exercise **your** right to change **your** mind (as a consumer) and **we** will only charge **you** for the days on which **you** received **service** and the cost of the **SIM** plus postage.

If **you'd** like to end the agreement before the **Minimum Term**, **we** may charge **you** an early termination fee, which will be calculated by the amount **you** pay monthly times the amount of months **you** have remaining within **your Minimum Term** (inclusive of VAT).

You can end an on-going contract (find out how)

We tell **you** when and how **you** can end an on-going contract with **us** (for example, for regular **services** or a subscription) during the order process and **we** confirm this information to **you** in writing after **we've** accepted **your** order. If **you** have any questions, please contact **our Customer Service Team**.

How To Let Us Know And What Happens Next

If **you** do change **your** mind, contact **our Customer Service Team**, or fill in the online form on **our** website. **We** will refund any days of **service** **you** have paid for but have not used as soon as possible and within 14 days of **you** telling **us** **you've** changed **your** mind. **We** will refund **you** by the method **you** used for payment.

You have rights if there is something wrong with your product...

If **you** think there is something wrong with **your** product, **you** must contact **our Customer Service Team**.

Changes We Can Always Make

We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect **your** use of the product long term but may reduce **your service** level short term.

We can suspend supply (and you have rights if we do)

We or **our third-party provider** can suspend the supply of a service.

This may happen to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product.

We can withdraw products

We can stop providing a product, such as an ongoing **service** or a subscription. We will let **you** know at least 3 months in advance, and we refund any sums **you've** paid in advance for products which won't be provided.

We can end our contract with you

We can end **our** contract with **you** for a product and claim any compensation due to **us** if:

- **you** don't make any payment to **us** when it's due and **you** still don't make payment within 30 days of **our** reminding **you** that payment is due;
- **you** don't comply with any of the terms outlined by **O2** (**our** third-party provider);
- **you** don't comply with certain terms or **your** obligations under this agreement; and
- **you** don't, within a reasonable time of **us** asking for it, provide **us** with information, cooperation, or access that **we** need to provide a **service** such as **your** name or address.

We don't compensate you for all losses caused by us or our products

We're responsible for losses **you** suffer caused by **us** breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing **you** said to **us** before **we** accepted **your** order meant **we** should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as **we** have taken the steps set out in the section "**We're not responsible for delays outside our control**".
- **Avoidable.** Something **you** could have avoided by taking reasonable action. For example, damage to **your** own digital content or device, which was caused by digital content **we** supplied and which **you** could have avoided by following **our** advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by **us**.

In any case, **our** entire liability to **you** is limited to the monetary amount paid under the contract up until the date of the dispute arising for one claim or a series of claims in connection with this agreement.

Nothing within this agreement shall omit or limit liability caused by fraud, personal injury, death, or anything else that cannot be limited by law.

We Use Your Personal Data as Set Out in Our Privacy Policy

We will use information collected about **you** that **you** have inputted within **our** website for a number of purposes, whether this is to provide the **services** as set out in this agreement, for marketing purposes, or internal quality control purposes. **You** can see how **we** use any personal data given to **us** within **our** Privacy Policy.

You have several options for resolving disputes with us

Our Customer Service Team will do their best to resolve any problems **you** have with **us** or **our** products as per **our** Complaints policy.

- **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without **you** having to go to court. By accepting the terms of this agreement, **you** agree that any disputes that arise will first be tackled in good faith through a mutually agreed and appointed mediation body. If **you're** not satisfied with the outcome **you** can still go to court.
- **You can go to court.** These terms are governed by English law and wherever **you** live you can bring claims against **us** in the English courts. If **you** live in Wales, Scotland, or Northern Ireland, **you** can also bring claims against **us** in the courts of the country **you** live in. **We** can claim against **you** in the courts of the country **you** live in.

Other important terms apply to our contract

We can transfer our contract with **you**, so that a different organisation is responsible for supplying your service. We'll tell **you** in writing if this happens and we'll ensure that the transfer won't affect **your** rights under the contract. If **you're** unhappy with the transfer **you** can contact **our Customer Service Team** to end the contract within 30 days of **us** telling **you** about it and **we** will refund **you** any payments **you've** made in advance for products not provided.

- **Nobody else has any rights under this contract.** This contract is between **you** and **us**. Nobody else can enforce it and neither of **us** will need to ask anybody else to sign-off on ending or changing it.
- **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase **you** for not doing something (like paying) or for doing something **you're** not allowed to, but that doesn't mean **we** can't do it at a later time.

Out of Bundle Pricing

Your inclusive allowances cover standard calls, texts, and data in **our** Europe Zone. Special numbers and **services** (such as premium rate numbers and some 08 numbers) are not included. Please see **our** **Tariff Terms** and website for more details about specific tariffs and charges outside **your** allowances. **We** may increase or decrease **our** other prices from time to time. Some increases would give **you** the right to end **your** agreement without paying the **Monthly Subscription Charges** for the remaining months of **your** **Minimum Term**.

Choosing to Pay by Direct Debit

Direct Debit Guarantee

This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date, or frequency of **your** Direct Debit **Bill Smart Stay Connected t/a Bill Smart Mobile** will notify **you** 10 working days in advance of **your** account being debited or otherwise agreed. If **you** request **Bill Smart Stay Connected t/a Bill Smart Mobile to collect a payment, confirmation of the amount and date will be given to you** at the time of the request.

If an error is made in the payment of **your** Direct Debit by **Bill Smart Stay Connected t/a Bill Smart Mobile** or **your** bank or building society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or building society – if **you** receive a refund, **you** are not entitled to, **you** must pay it back when **Bill Smart Stay Connected t/a Bill Smart Mobile** ask **you** to.

You can cancel a Direct debit at any time by simply contacting **your** bank or building society. Written confirmation may be required. Please also notify **Bill Smart Stay Connected t/a Bill Smart Mobile** of **your** intent to cancel.

